the plaintiff's minor daughter. The plaintiff asked an injunction to restrain the defendant from associating with the girl and from communicating with her in any way. *Semble,* the injunction will lie though no property rights are involved. *Stark* v. *Hamilton* (Ga. 1919) 99 S. E. 861.

Starting with the *dicta* in *Gee* v. *Pritchard* (1818) 2 Swanst. *402, it has come to be generally accepted that equity will not act where no property rights are involved. *Hodecker* v. *Stricker* (1896) 39 N. Y. Supp. 515; 1 High, Injunctions (4th ed.) §20b. So, in the absence of statute, the publication of one's photograph, or other similar acts subjecting the plaintiff to mental suffering or loss of reputation only will not be interfered with in equity. *Roberson* v. *Rochester Folding Box Co.* (1902) 171 N. Y. 538, 64 N. E. 442; *Atkinson* v. *Doherty* (1899) 121 Mich. 372, 80 N. W. 285; *Chappell* v. *Stewart* (1896) 82 Md. 323, 33 Atl. 542. This harsh rule, however, has been considerably ameliorated since the courts are astute to find some injury to property, no matter how trivial, as a technical basis for equitable jurisdiction in such cases. *Vanderbilt* v. *Mitchell* (1907) 72 N. J. Eq. 910, 67 Atl. 97. Thus one court in granting damages for using the plaintiff's picture for advertising purposes, argued that if it had value as an advertisement in the hands of the defendant, it would be protected as property, indicating, *obiter,* that an injunction would also lie. *Munden* v. *Harris* (1911) 153 Mo. App. 652, 134 S. W. 1076. As the property basis for jurisdiction grew more and more transparent, one would naturally expect to see it discarded entirely as a useless fiction, and there have been some strong indications by courts that they have done this. *Itzkowitch* v. *Whitaker* (1905) 115 La. 479, 39 So. 499; *Ex parte Warfield* (1899) 40 Tex. Cr. 413, 50 S. W. 933; see *Vanderbilt* v. *Mitchell, supra,* at p. 919. The principal case is certainly in line with modern thought on this subject and, although somewhat guarded in its language, may be said to represent a step forward.

INSURANCE—ACCIDENT INDEMNITY INSURANCE—TRIVIAL MISHAP—DELAY OF NOTICE.—Under an indemnity insurance policy requiring immediate notice in case of accident an employee of the plaintiff insured was injured. The injury of which the plaintiff was aware at the time was apparently of no consequence but became serious three months later, when the plaintiff gave the defendant insurer notice. The plaintiff paid the employee's claim but the defendant refused to indemnify him on the ground that he did not give immediate notice. The jury found that the plaintiff was justified in his belief that the injury was trivial and of no consequence. *Held,* the plaintiff gave sufficient notice. *Melcher* v. *Ocean Accident & Guarantee Corporation* (1919) 226 N. Y. 51, 123 N. E. 81. The same court held the defendant not liable under similar facts where the plaintiff, having notice but failing to make an investigation, did not notify the defendant until ten days after the accident. *Haas Tobacco Co.* v. *American Fidelity Co.* (N. Y. 1919) 123 N. E. 755.

The insured under an accident insurance policy requiring immediate notice is not under a duty to give notice until he personally, *Liability Assur. Corp.* v. *Lumber Co.* (1916) 111 Miss. 759, 72 So. 152; see *Christatos* v. *New England Casualty Co.* (1916) 95 Misc. 534, 159 N. Y. Supp. 700, or his superintendent, manager or foreman, *Woolverton* v. *Fidelity Casualty Co.* (1907) 190 N. Y. 41, 82 N. E. 745; *Northwestern T. E. Co.* v. *Maryland C. Co.* (1902) 86 Minn. 467, 90 N. W. 1110, has or by the exercise of due diligence would have knowledge of the accident; and then he has a reasonable time in which to investigate and give notice. *Mandell* v. *Fidelity & Casualty Co.* (1898) 170 Mass. 173, 49 N. E. 110; see *Jefferson Realty Co.* v. *Emp. Liability Cor.* (1912) 149 Ky. 741, 149 S. W. 1011; *Barclay* v. *London Co.* (1909) 46 Colo. 558, 105 Pac. 865. What is a reasonable time is for the jury to decide, unless the delay has been so great that the court may rule it as a matter of law. 5 Joyce, Insurance (2nd ed.) 5500. The giving of notice within a reasonable time is a condition precedent to the insurer's liability, *Hagstrom* v. *American Fidelity Co.* (Minn. 1917) 163 N. W. 670; *Box Co. v. Insurance Co.* (1913) 170 Mo. App. 361, 156 S. W. 740, but whether notice must be given when the insured reasonably believes that the injury is trivial is a disputed point. Some courts, construing the contract strictly, hold that the insured must give immediate notice however slight the injury, *McCarthy* v. *Rendle* (Mass. 1918) 119 N. E. 188; *Aronson* v. *Frankfort Ins. Co.* (1908) 9 Cal. App. 473, 99 Pac. 537; *Cassel* v. *Lancashire Ins. Co.* (1885) 1 T. L. R. 495, and if the insured, believing the accident trivial, elects not to give notice, he thereby assumes the risk and relieves the insurer of liability. *Forbes Cartage Co.* v. *Frankfort Ins. Co.* (1915) 195 Ill. App. 75. Other courts, interpreting the policy more liberally, in line with the usual rule as to insurance policies, *cf.* 2 Wharton, Contracts §670; *Allen* v. *Ins. Co.* (1881) 85 N. Y. 473, require notice only of those accidents which to a reasonable man would seem likely to give rise to a claim for damages, holding that the parties did not contemplate and it would be unreasonable to require notice of every trivial happening. *The Employers' Liability Assurance Corp.* v. *Roehm* (1919) 99 Ohio St. 343, 124 N. E. 223; *Chapin* v. *Ocean Accident & Guarantee Corp.* (1914) 96 Neb. 213, 147 N. W. 465; *Lucas* v. *New Amsterdam Casualty Co.* (1916) 97 Misc. 618, 162 N. Y. Supp. 191. It is submitted that the instant cases follow the better line of reasoning.

INSURANCE—INDEMNITY—OPERATION OF AUTOMOBILE IN VIOLATION OF STATUTE.—D agreed to indemnify P against "any loss or expense on account of bodily injuries accidentally suffered by any person through maintenance, use or loading" of P's automobile. In violation of the Highway Law, N. Y. Consol. Laws c. 25, § 282(2) (Laws of 1910 c. 374, § 1), P committed a misdemeanor, N. Y. Consol. Laws, *supra,* §290, by intrusting his automobile to an infant who injured X, who, in turn, recovered damages from P. *Held,* two